



## FACILITY USE POLICIES

**CHARGES.** The rental charge shall include use of the Lakeville Heritage Center as specified in the rates, page 5.

**DAMAGE DEPOSIT.** The Lakeville Heritage Center requires a \$200 damage deposit with all facility rentals. If damages are incurred, the Organization/Individual agrees to fully reimburse the City of Lakeville upon demand for any amount exceeding the original damage deposit. This includes any and all damages to, including the loss of, the building, furniture, equipment, fixtures, grounds or any other property, real or personal, owned, used or operated by the Lakeville Heritage Center, due to any act or omission of the members, representatives, employees, patrons, invitees or guests of the Organization/Individual using the facility. If no damages are incurred, the damage deposit will be returned within 30 days following the end of the rental period.

**PAYMENT.** Full rental fee payment AND damage deposit is required at the time the reservation is made.

**LIABILITY INSURANCE.** The Organization/Individual using the facility will sign a waiver of liability as a part of the Rental Agreement. Policies including, but not limited to, the Lakeville Heritage Center Alcohol Policy and Food Catering Policy may require the Organization/Individual to provide a copy of their Certificate of Insurance as proof of liability coverage, including host liquor liability insurance naming the City of Lakeville as additional insured, if applicable.

**CANCELLATION POLICY.** The Renting Organization/Individual agrees and understands that in the event of a cancellation, ninety (90) days notice must be given in order for both the rental payment and damage deposit to be returned. If less than 90 days notice is given, the damage deposit will be returned, however, the Lakeville Heritage Center will retain the rental payment.

**NO SMOKING POLICY.** The Lakeville Heritage Center is a smoke free facility. There is no smoking allowed anywhere in the building.

**PYROTECHNICS.** The use of pyrotechnics, open flames or other combustible materials within the facility is strictly forbidden.

**LIQUOR.** The Renting Organization/Individual using the facility shall not sell, serve or allow alcoholic beverages of any kind to be sold, brought into or served upon the premises except as permitted by the Lakeville Heritage Center Alcohol Policy (page 7) and in accordance with all City Ordinances and State laws. If utilizing a caterer, the caterer shall provide proof of licensure by the State of Minnesota. The caterer shall also provide liability insurance coverage with minimum limits as stated in City ordinance 3-1-9-2A and also provide a Certificate of Insurance as proof of liability coverage, including host liquor liability insurance naming the City of Lakeville as additional insured.

**DECORATIONS.** All decorations must be approved in writing two weeks in advance of any function. The following items are **NOT ALLOWED**: 1)No confetti and/or glitter 2)No candles with flame 3)No nails, tacks, tape, glue, paint, etc. All decorations must be hung without defacing the building. The Lakeville Heritage Center does not provide ladders for decorating. All decorations must meet fire code regulations. No electrical circuits may be altered.

**SPECIAL SETUP.** Special setup shall be done at the Renting Organization's/Individual's expense under the supervision of, and subject to, the approval of Lakeville Heritage Center Management, and shall be furnished and paid for by the renting Organization/Individual.

**CLEANUP.** The Renting Organization/Individual using the facility shall clear all areas after use unless otherwise approved by Lakeville Heritage

Center Management. The Lakeville Heritage Center and the City of Lakeville are not responsible for any items left beyond the contracted rental period. The Renting Organization/Individual shall also leave all areas in a clean and orderly condition at the end of the term of this agreement. If areas are not cleared and/or cleaned within the contracted time period, the Lakeville Heritage Center and the City of Lakeville will clean the facility and deduct the cleanup cost from the damage deposit.

**ADVERTISING.** If using our name, please state our complete name, "Lakeville Heritage Center," when making references.

**CONDUCT.** The Renting Organization/Individual is responsible for the conduct of its guests, representatives and workers while in the Lakeville Heritage Center.

**CITY, COUNTY, STATE AND FEDERAL LAWS.** All Organizations/Individuals using the Heritage Center to conduct any performance, public or private meeting or in giving any lecture, concert, class or other event shall conform to, comply with and abide by all laws of the United States and the State of Minnesota, the rules and regulations of all Federal and State Boards and Bureaus, the ordinances of Dakota County, the City of Lakeville and the regulations of the Fire Department, Health Department and Police Department.

**INDEMNIFICATION, HOLD HARMLESS, DEFENSE.** I understand that my use of the Lakeville Heritage Center is voluntary and that I am using it for my benefit only. I agree that my use of the Lakeville Heritage Center facility is undertaken at my own risk, and that the Lakeville Heritage Center and the City of Lakeville will not be liable for any claims, injuries or damages of whatever nature incurred by me, members of my organization, or guests of my event due to the negligence of members of my organization, guests of my event or the negligence of third parties. On behalf of myself and the organization that I represent, I expressly forever release and discharge the Lakeville Heritage Center, the City of Lakeville, its agents or employees from any such claims, injuries or damages. I also agree to defend, indemnify and hold harmless the Lakeville Heritage Center and the City of Lakeville from any claims, injuries or damages of whatever nature arising out of, or connected with, my use of the Lakeville Heritage Center. I also agree to reimburse the City of Lakeville for any damage, breakage, maintenance or theft of equipment beyond the damage deposit figure, if so warranted.

**SUBCONTRACTING.** Renters may not subcontract any space in the Lakeville Heritage Center.

**LIGHT, HEAT, WATER, VENTILATION.** The Lakeville Heritage Center shall furnish light, heat, water and ventilation, but any special lights or lighting fixtures other than those available shall be provided and paid for by the Renting Organization/Individual.

**FIRE CODES.** The Renting Organization/Individual shall not transact or allow the transaction of any business on the premise, or keep thereon, anything which will increase the risk of fire or conflict with the provisions of the insurance policies on the building or any part thereof.

The Organization/Individual understands and agrees that this Agreement is made subject to all rules and regulations of the Lakeville Heritage Center, and will conform to said rules and regulations and be bound thereby. No provisions of these rules and regulations will be waived, except with advance approval, in special cases and for good cause, and then only by written memorandum attached to the permit application and signed by an authorized representative of the City of Lakeville.

